

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1	32
2. AMENDMENT/MOD NO. <div style="text-align: center;">3</div>		3. EFFECTIVE DATE <div style="text-align: center;">2/2/2011</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
NASA/Johnson Space Center Attn: Anna Carter/BJ3 2101 NASA Parkway Houston, TX 77058-3696		CODE <div style="text-align: center;">JSC</div>		7. ADMINISTERED BY NASA/Johnson Space Center Attn: Anna Carter/BJ3 2101 NASA Parkway, Houston, TX 77058-3696		CODE <div style="text-align: center;">JSC</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)				(9)		9A. AMENDMENT OF SOLICITATION NO NNJ11353019R	
				<input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11) 12/13/10	
				(10)		10A. MOD. OF CONTRACT/ORDER No	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers IS NOT extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: <ul style="list-style-type: none"> (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
Financial Management							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
IMPORTANT: Contractor (is or is not) required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
See pages 2 through 32.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER			
				Keshia Guinn			
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		2/2/2011	

The purposes of Amendment 3 are to:

- 1) Update section 13.,B., of the SF 1442 for the Contract to reflect that an offer guarantee is not required for the Contract.
(See Attachment 1)
- 2) Delete solicitation section B.4 "LIMITED COMPETITION AMONG TASK ORDERS" in its entirety and replace it with the following:
(See Attachment 2 replacement pages)

B.4 LIMITED COMPETITION AMONG TASK ORDERS

a. This contract is one of a group of multiple award contracts. The procedure for administering Task Orders under multiple award contracts is detailed in the Federal Acquisition Regulation (FAR) at 16.505(b). In placing orders, the Contracting Officer may consider past performance, quality of workmanship, and price to provide each IDIQ contractor a fair opportunity to be considered for each order. Any IDIQ contractor with a pattern of unsatisfactory performance evaluations in any of these areas may be excluded from competing for future Task Orders at the discretion of the Contracting Officer until such time as the Contractor takes appropriate corrective action to assure satisfactory performance on future task orders.

The Contracting Officer will issue a Request for Proposal (RFP) that will provide the contemplated Task Order requirements, including any applicable specifications, drawings and special condition order requirements. Selection will be based on FAR Subsection 15.101-1, Tradeoff process, or 15.101-2, Lowest price technically acceptable source selection process, or FAR Subpart 36.3, Two-Phase Design-Build Selection Procedures.

b. Timely offers received will be evaluated taking into consideration, as a minimum, performance on previous and current Task Orders and proposed price.

c. The Government reserves the right to forgo competition in the event one of the conditions described in FAR 16.505(b)(2) are met or Contracting Officer determines that it is in the best interest of the Government to issue an order directly to one IDIQ contractor.

(End of clause)

- 3) Delete solicitation section H.9 "TASK ORDER PLACEMENT PROCESS" in its entirety and replace it with the following:

H.9 TASK ORDER PLACEMENT PROCESS

- (a) The Government will provide all of the IDIQ contractors fair opportunity to be considered for each task order exceeding \$3,000 unless one of the statutory exceptions in FAR 16.505(b)(2) applies. Contractors who have a pattern of unsatisfactory performance (See B.4) may be denied an opportunity to participate in task order competitions under the contract until appropriate corrective action has taken place. The Contracting Officer will solicit task order proposals by issuing written requests for proposals for specific projects. As

such, a task order solicitation package will be issued to each of the multi-award contract recipients.

- (b) The task order solicitation is a request for proposal only and does not constitute authority to proceed or to incur any cost associated with contract performance. No legal liability shall reside on the part of the Government for any amount until a task order is issued by the Contracting Officer.
- (c) The Government plans to issue task order awards without holding discussions with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (d) Task Order awards will be made using one of the following processes:
 - (1) Lowest Price Technically Acceptable Process
 - (2) Best Value Tradeoff Process
 - (3) Two-Phase Design-Build Selection Procedures

The process utilized will be identified in each task order solicitation.

(End of clause)

(See Attachment 3 replacement page)

- 4) Delete solicitation section I.124, 1852.215-84, OMBUDSMAN, in its entirety and replace it with the following:

I.124 1852.215-84 OMBUDSMAN. (OCTOBER 2003) -- ALTERNATE I (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the Installation Ombudsman : **Melanie Saunders, Associate Director (Management), NASA/Johnson Space Center/AC, 2101 NASA Parkway, Houston TX 77058-3696, Phone: 281 483-0490, FAX: 281 483-2200, E-mail: melanie.saunders-1@nasa.gov.** Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Acting Director of the Contract Management Division, at 202-358-0514, facsimile 202-358-3083, e-mail diane.thompson@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify

technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

(See Attachment 4 replacement page)

- 5) Provide answers to questions from the solicitation.
(See Attachment 5)

SOLICITATION, OFFER AND AWARD (Construction, Alteration or Repair)		1. SOLICITATION NO NNJ11353019R	2. TYPE OF SOLICITATION Negotiated (RFP)	3. DATE ISSUED 12/13/10	PAGE OF 1 138 PAGES
4. CONTRACT NO. Amendment 3		5. REQUISITION/PURCHASE NO. 4200353019R		6. PROJECT NO.	
7. ISSUED BY NASA/Johnson Space Center Attn: Anna Carter/BJ3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	8. ADDRESS OFFER TO NASA/Johnson Space Center Attn: Anna Carter/BJ3 2101 NASA Parkway Houston TX 77058-3696		
9. FOR INFORMATION CALL: (Name) Anna Carter		(Phone) (281) 483-1869	(Fax)	(Electronic Mail Address)	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Multiple Award General Construction Indefinite-Delivery, Indefinite-Quantity Contracts - Large Projects at Johnson Space Center, Ellington Field and Sonny Carter Training Facility, Houston, TX and White Sands Test Facility, Las Cruces, NM

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> Award, <input checked="" type="checkbox"/> Notice to proceed. This performance period is <input checked="" type="checkbox"/> Mandatory, <input type="checkbox"/> Negotiable. See	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12.B.) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in item 8 by 1500 local time 02/11/2011(date).
- B. An offer guarantee _____ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than _____ 120 _____ calendar days of Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14A. NAME, ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE	(Fax)
		16. REMITTANCE ADDRESS (Include only if different than item 14.)	
CODE	FACILITY CODE		

17. The offerer agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due.

AMOUNTS

18. The offerer agrees to furnish any required payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED
Continued...

22. AMOUNT	23 ACCOUNTING AND APPROPRIATION
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	25. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 41 U.S.C. 2034(c) <input type="checkbox"/> 41 U.S.C. 253(c) <input type="checkbox"/>
26. ADMINISTERED BY NASA/Johnson Space Center Attn: Anna Carter/BJ3 2101 NASA Parkway Houston TX 77058-3696	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any other continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN	31A. NAME AND TITLE OF CONTRACTING OFFICER Keshia Guinn	
30B. SIGNATURE	31B. UNITED STATES OF AMERICA	28. AWARD DATE
30C. DATE		

Attachment 1

Amendment 3, NNJ11353019R

Contract No. Amendment 3	Solicitation No. NNJ11353019R	Req/PR No. 4200353019R	Buyer Anna Carter
Additional Information			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and perform the work in accordance with the Description/Specifications/Statement of Work provided with each Task Order; the contract terms and conditions, drawings, and special conditions provided with the Task Orders, when applicable. All work shall be initiated through Task Orders issued in accordance with Section I, I.114 FAR Clause 52.216-18 Ordering. Task Orders will be issued only by the Contracting Officer.

(End of clause)

B.2 TYPE OF CONTRACT

This contract is a Multiple Award Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract for Large General Construction Projects under which the Government intends to issue Fixed-Price Task Orders. The NAICS Code used for this contract is 236220.

(End of clause)

B.3 MINIMUM/MAXIMUM CONTRACT VALUE

The guaranteed minimum amount of work which may be required under this contract is \$5,000.00. The maximum amount of work which may be required under this contract is \$400,000,000.00. However, the total amount of all Task Orders under all contracts awarded under solicitation number NNJ11353019R shall not exceed \$400,000,000.00 for the 5 year period of performance.

(End of clause)

B.4 LIMITED COMPETITION AMONG TASK ORDERS

a. This contract is one of a group of multiple award contracts. The procedure for administering Task Orders under multiple award contracts is detailed in the Federal Acquisition Regulation (FAR) at 16.505(b). In placing orders, the Contracting Officer may consider past performance, quality of workmanship, and price to provide each IDIQ contractor a fair opportunity to be considered for each order. Any IDIQ contractor with a pattern of unsatisfactory performance evaluations in any of these areas may be excluded from competing for future Task Orders at the discretion of the Contracting Officer until such time as the Contractor takes appropriate corrective action to assure satisfactory performance on future task orders.

The Contracting Officer will issue a Request for Proposal (RFP) that will provide the contemplated Task Order requirements, including any applicable specifications, drawings and special condition order requirements. Selection will be based on FAR Subsection 15.101-1, Tradeoff process, or 15.101-2, Lowest price technically acceptable source selection process, or FAR Subpart 36.3, Two-Phase Design-Build Selection Procedures.

- b. Timely offers received will be evaluated taking into consideration, as a minimum, performance on previous and current Task Orders and proposed price.
- c. The Government reserves the right to forgo competition in the event one of the conditions described in FAR 16.505(b)(2) are met or Contracting Officer determines that it is in the best interest of the Government to issue an order directly to one IDIQ contractor.

(End of clause)

[END OF SECTION]

H.9 TASK ORDER PLACEMENT PROCESS

The Government will provide all of the IDIQ contractors fair opportunity to be considered for each task order exceeding \$3,000 unless one of the statutory exceptions in FAR 16.505(b)(2) applies. Contractors who have a pattern of unsatisfactory performance (See B.4) may be denied an opportunity to participate in task order competitions under the contract until appropriate corrective action has taken place. The Contracting Officer will solicit task order proposals by issuing written requests for proposals for specific projects. As such, a task order solicitation package will be issued to each of the multi-award contract recipients.

The task order solicitation is a request for proposal only and does not constitute authority to proceed or to incur any cost associated with contract performance. No legal liability shall reside on the part of the Government for any amount until a task order is issued by the Contracting Officer.

The Government plans to issue task order awards without holding discussions with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Task Order awards will be made using one of the following processes:

- (1) Lowest Priced Technically Acceptable Process
- (2) Best Value Tradeoff Process
- (3) Two-Phase Design-Build Selection Procedures

The process utilized will be identified in each task order solicitation.

(End of clause)

H.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGET (OFFEROR FILL IN)

(This clause applies to all Offerors including small disadvantaged businesses (SDBs).)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

*NAICS Industry

<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
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(TO BE PROPOSED BY ALL OFFERORS TO INCLUDE SDBs)

Total

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce as being underrepresented in accordance with FAR 19.201(b)

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the identification of such subcontractors was evaluated as part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as follows:

I.124 1852.215-84 OMBUDSMAN. (OCTOBER 2003) -- ALTERNATE I (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the Installation Ombudsman : **Melanie Saunders, Associate Director (Management), NASA/Johnson Space Center/AC, 2101 NASA Parkway, Houston TX 77058-3696, Phone: 281 483-0490, FAX: 281 483-2200, E-mail: melanie.saunders-1@nasa.gov.** Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Acting Director of the Contract Management Division, at 202-358-0514, facsimile 202-358-3083, e-mail diane.thompson@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.125 1852.219-76 NASA 8 PERCENT GOAL. (JULY 1997)**(a) Definitions.**

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

QUESTIONS AND ANSWERS

Question 81: Box 13b of Form 1442 "Solicitation, Offer, and Award" form states that an offer guarantee is required on both the Multiple Award General Construction IDIQ and the Repair and Upgrade of Central Heating and Cooling Plant Building 24. Is this correct, or is the letter referenced in Section L.22-3 Section 1 the only requirement for the Multiple Award General Construction IDIQ?

Answer 81: An offer guarantee is not required for the Multiple Award General Construction IDIQ contract. It is required for the task order. The 1442 for the model contract has been updated accordingly and is attached.

Question 82: Is there any requirement on this solicitation that requires a financial statement of the Bid Offeror?

Answer 82: No; Financial statements are not required.

Question 83: Is there an electronic excel spreadsheet of the pricing forms available?

Answer 83: The electronic excel spreadsheet is posted on NASA's Acquisition Internet Service website. It can be accessed via the RFP link at the following website:
<http://procurement.jsc.nasa.gov/idiql/>

Question 84: In reviewing J.3 Davis Bacon Wage Determination, we have several craftsmen in all trades that are helpers.

- A. Is there a lower rate for these men that are not Journeymen status?
- B. How many helpers can we use to work with these Journeymen? For example how many helpers could work with the Carpenter who is being paid \$27.43 plus fringes?
- C. Can we use common laborers paid at \$9.29 per hour to work with skilled Skilled craftsmen such as the Electrician at \$34.32 or the Plumber at \$38.19 per hour?

Answer 84: A, B and C: Please refer to FAR 52.222-9 "Apprentices and Trainees". The FAR can be accessed electronically as stipulated in RFP section I.122 "Clauses Incorporated By Reference".

Question 85: What are the page limits for the following items?

- A. Safety and Health Plan
- B. Small Business Subcontracting Plan
- C. Commitment to the Small Business Program
- D. Small Disadvantaged Business SDB Participation

Answer 85: A, B, C and D: These items are a part of the model contract. There are no page limits for the model contract. (Ref L.15 Proposal Page Limitations)

Question 86: Has a date been identified for the second site visit tour? If so, what is the deadline for submitting requests?

Answer 86: The second site visit was held on January 14, 2011.

Question 87: The Government is requesting offerors to submit an electronic version of the model contract, Volumes I, II and III on CD-ROM. Can all three volumes be put on one CD, or are you requiring one CD for each volume?

Answer 87: They can all be on one CD.

Question 88: Does pricing need to be submitted on the pricing forms in attachment 3?

Answer 88: Section L.24, Attachment 4 – Pricing Forms are to be used. Please reference solicitation section L.22-2 “Price (For Model Task Order ”Repair and Upgrade Central Heating and Cooling Plant”) – Volume II”.

Question 89: Do you have an estimate of the volume of work that can be anticipated at the White Sands Test Facility?

Answer 89: The exact percentage of the work is unknown. The Government estimates that no more than 10% of the work on the contract would be performed at White Sands, NM, however, this is only an estimate and could change.

Question 90: Reference paragraph H.11, “Teaming Partners and Affiliated Companies.” We would like a clarification on the following in relation to subcontractor usage and teaming arrangements:

- a. Does NASA agree that the subcontractor teaming partners that we establish as the most competitive for use on the Model Task Order are also the arrangements (per paragraph H.11) for the overall contract?
- b. Would NASA rate proposers more highly if we also list / submit subcontractor partners in divisions of work not associated with the scope of work for Model Task Order for use on other RFPs anticipated on the overall contract?
- c. In order to ensure we have the most qualified and competitive pricing for follow-on task orders, does NASA agree that we may establish teaming partners with multiple companies in the same disciplines?

Answer 90: a. The teaming partners proposed are for the overall contract.

b. The Government will rate/evaluate offerors' past performance in accordance with solicitation section M.4, C Past Performance Evaluation. The intent of L.22-1, A "Past Performance Information Summary" and M.4, C "Past Performance Evaluation" are for offerors (1) to submit past performance as prime or teaming partners, affiliated companies or operating divisions or joint ventures to demonstrate the full range of capabilities performed on recent and relevant contracts and (2) the Government to evaluate the past performance submitted.

c. The quantity and quality of an offeror's teaming partner(s), within a discipline, is strictly up to the offeror.

Question 91: Under L.21 Proposal Preparation Instructions for Multiple Award General Construction IDIQ contracts it indicates to submit an original and four (4) copies each of Volume I, II and III (Ref. L.22-1, L.22-2, L.22.3), however under L.22-3 Technical Proposal and Other Required Documentation for Award – Volume III – under B. Section II (a) Model Contract it states to submit two original signed and dated copies of the model contract. Please clarify if we are required to submit an original and four (4) copies or two (2) originals?

Answer 91: Offerors shall submit an original and four copies each of Volumes I, II and III. However, offerors shall submit two original copies of the model contract.

Question 92: Under L.21 Proposal Preparation Instruction for Multiple Award General Construction IDIQ contracts it indicates to submit an original and four (4) copies each of Volume I, II and III (Ref. L.22-1, L.22-2, L.22.3), however under L.22-3 Technical Proposal and Other Required Documentation for Award – Volume III – under B. Section III (b) Model Task Order it states to submit two original signed copies of the model task order. Please clarify if we are required to submit an original and four (4) copies or two (2) originals?

Answer 92: Offerors shall submit an original and four copies each of Volumes I, II and III. However, offerors shall submit two original copies of the model task order.

Question 93: Under L.21 Proposal Preparation Instructions for Multiple Award General Construction IDIQ contracts it indicates to submit an original and four (4) copies of Volume I, II, and III (Ref. L.22-1, L.22-2, L.22.3), however under L.22-3 Technical Proposal and Other Required Documentation for Award – Volume III – under B. Section II (a) Model Contract it states to submit two original signed and dated copies of the model contract and listed under the Model Contract is Items 1 through 7. In regard to Item 4 – Safety and Health Plan (with bindings) (Ref. L.16) are we required to submit two originals or and original and four (4) copies?

Answer 93: Offerors shall submit an original and four copies each of Volumes I, II and III. However, offerors shall submit two original copies of the model contract. The safety and health plan is an attachment to and a part of the model contract.

Question 94: Under L.22-3 Technical Proposals and other Required Documentation for Award – Volume III / B. Other Required Documentation for Award, Section II – Item 4 requires a Safety and Health Plan (with bindings) to be submitted. Our Safety and Health Plan is approximately 350 pages in length are you requiring the Offeror to submit an Original and Four (4) copies of said plan?

Answer 94: No. In accordance with the solicitation, offerors shall submit two original copies of the model contract. The safety and health plan is an attachment to and a part of the model contract.

Question 95: Will the question deadline as outlined on page 7 of the slide presentation be extended?

Answer 95: The deadline for submitting questions was extended to 01/21/2011 via amendment 1.

Question 96: Are the completed Contractor's Performance Rating Questionnaires due on 02/04/11 along with the other proposal submission data?

Answer 96: Please reference solicitation section L.19, B "Submission of Offers".

Question 97: Reference (Section, Page, Paragraph)
Documenting announcing second site visit
The document announcing the second site visit on January 14th indicates that those who attended the site visit on January 7th are precluded from attending the second site visit. Is this correct? Preclusion of any individuals from attending the site visit will prohibit a better understanding of the scope and increase the probability of risk to the contractors which will result in price increases. Is this the intent of the Government?

Answer 97: Due to the large number of requests and capacity restraints, individuals that attended the site visit on January 7, 2011 were not permitted to attend the site visit held on January 14, 2011. Individuals were not precluded the opportunity to attend the site visit, they just couldn't attend twice.

Question 98: We know that each volume of our proposal is to be submitted in 3-ring binders, however in Section L.22 some items are to be submitted without bindings while others (i.e. Safety and Health Plan) are to be submitted With bindings. Please explain what is meant by the terms "With bindings" as compared to without bindings.

Answer 98: “Without bindings” means loose documents that will be in the binder but will not be bound by the rings of the binder. Bound documents are documents that will be bound by the rings of the binder.

Question 99: Since the second site visit is scheduled for 1/14/11, will the deadline for submitting questions be postponed?

Answer 99: The deadline for submitting questions was extended to 01/21/2011 via amendment 1.

Question 100: Does a small business plan need to be included for the Building 24 project with the bid, or solely on the IDIQ total maximum amount?

Answer 100: The Small Business Subcontracting Plan to be submitted with the proposal shall be for the entire IDIQ contract maximum amount, in accordance with the solicitation.

Question 101: Since a second site visit has been set for January 14th, will the January 14th deadline for questions be extended?

Answer 101: The deadline for submitting questions was extended to 01/21/2011 via amendment 1.

Question 102: We are about to finalize the questionnaires, but I think that the first half of the questionnaire that we are responsible for looks confusing. Meaning that the explanation is on the right and our answer on the left. Is it all right if we keep the questions but reorganize the format/layout?

I have added an example below. This might seem like a strange question, but I am just afraid that there will be misunderstandings along the way. **(NOTE: THE EXAMPLE PROVIDED BY THE FIRM HAS BEEN REMOVED BY THE GOVERNMENT TO MAINTAIN THE FIRM'S PRIVACY.)**

Answer 102: No, do not alter the Government's document. The questionnaire should be completed in its original form as posted in the RFP.

Question 103: Section 01 32 02.00 80 section 3.6.1 requires that the Contractor's Project Manager and scheduler attend the regular progress meeting. Can they be the same person?

Answer 103: Dual roles are not prohibited however, all requirements of the contract must be met.

Question 104: Can you provide the contact information for Charles Williams, contact person for small business?

Answer 104: We are currently in a blackout period. All questions regarding the solicitation are required to be submitted in writing. Please refer to solicitation section L.19 “Communications Regarding Solicitation and Submission of Offers”.

Question 105: Reference (Section, Page, Paragraph)
Section I L.22-1 Past Performance Information – Volume I /Para. C Past Performance Questionnaires – No page #
Are previously issued CCASS evaluations acceptable for presented projects in lieu of Past Performance Questionnaires?

Answer 105: No, CCASS evaluations are not acceptable in lieu of questionnaires. Questionnaires are required.

Question 106: Concerning L 22-1, A Past Performance Information Summary, 1 states; “Offerors shall provide a Past Performance Information Summary identifying a maximum of **six** recent and relevant contracts that it has performed as a prime contractor for projects similar in size, content, and complexity as described in the solicitation with the most relevant contracts listed first.” The next sentence states; “Offerors are advised that the Government may elect not to consider evaluating more than the first six listed contracts.” Can we submit all relevant projects or only six? These two sentences appear to be in conflict with one another.

Answer 106: There is no conflict. The solicitation specifies submission of a “maximum of six recent and relevant contracts”. The offeror’s listing is submitted at their own discretion. If more than six recent and relevant contracts are submitted, the Government may elect not to consider evaluating more than the first six listed contracts.

Question 107: When submitting our proposal where should the SF30’s to included? Volume III Section II or Section III?

Answer 107: In accordance with the solicitation instructions, the SF30’s that acknowledge the amendments should be included in Volume III Section II.

Question 108: Please explain your definition of “without Binding”.

Answer 108: “Without bindings” means loose documents that will be in the binder but will not be bound by the rings of the binder.

Question 109: a. Does this RFP include any design role for an architecture firm or show any need for an architectural sub consultant?

b. If so, can a design firm that is currently on JSC's IDIQ Design services contract team with a GC for the above contract?

Answer 109: a. The solicitation provides for limited design-build capability which, if a design-build project is issued, would necessitate the need for an architectural type firm.

b. A Design IDIQ holder can potentially be on a team as a subcontract team member to the prime contractor. However, in accordance with **FAR 36.209 Construction contracts with architect-engineer firms**, “No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the head of the agency or authorized representative.”

Question 110: How many General Contractors were awarded this project in the past?

Answer 110: Seven

Question 111: Regarding L.22-3, Section III, Paragraph (b)(2): Please confirm that the offeror will fully satisfy all bid bond requirements for this proposal by submitting a single bid bond in the amount of 20% of the Model Task Order price.

Answer 111: The bid bond is required only for the model task order. In accordance with the model task order solicitation, a “20% bid bond is required” (Ref. L.24 Attachment 3 Section 4.5.1)

Question 112: Regarding L.15, Paragraph (b): Will NASA consider allowing smaller font size (e.g., 10-point font) for organizational charts, diagrams, and tables only?

Answer 112: No. Font sizes should be in accordance with solicitation section L.15 1852.215-81 “Proposal Page Limitations”, section (b).

Question 113: Reference Real Property Management requirements. What equipment will the Contractor in Building 24 be responsible for, and for how long?

Answer 113: The offeror’s responsibility for existing onsite equipment shall include all equipment indentified by hashed lines on the demolition drawings. The offeror is also responsible to take precautions for all items to remain, as defined in specification SECTION 02 41 00.00 80 paragraph 1.3 “ITEMS TO REMAIN IN PLACE.” The Building 24 maintenance contractor will not take responsibility for any equipment under the model task order after construction starts until an approved beneficial occupancy date (BOD) is approved by the Contracting Officer. Once the BOD is approved, the onsite building 24 maintenance contractor will maintain responsibility thereafter.

Question 114: Are there any load restrictions on the 1st and 2nd floors?

Answer 114: Load restrictions are identified in the loading table on drawing S-24-9.

Question 115: Regarding Section 01 22 00. 00 80, Paragraph 1.4: This paragraph indicates that the Contractor is to complete all work, ready for use, within 450 calendar days after the date of receipt of the notice to proceed. However, the RFP Highlights, page 24, bullet point 4, indicates that the task order must be completed within 771 days after issuance of the notice to proceed. Will NASA please clarify the time of performance for this project?

Answer 115: The period of performance is 450 days. The solicitation was updated via amendment 2.

Question 116: Section 01.22.00.00 80 – Paragraph 1.4 – states “complete the entire work ready for use not later than 450 Calendar Days After The Noticed To Proceed” however “2.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984) in the specifications states “complete the entire work ready for use not later than 771 Calendar Days After The Noticed To Proceed. 771 days”. Please confirm which is correct.

Answer 116: The period of performance is 450 days. The solicitation was updated via amendment 2.

Answer 117: Section 01 22 00.00 80 1.4 states that the project is to be completed within 450 calendar days after receipt of notice to proceed. In section 2.3 52.221-10 of the solicitation has 771 days. Which is the required schedule that should be incorporated in our bid?

Answer 117: The period of performance is 450 days. The solicitation was updated via amendment 2.

Question 118: What is the actual duration of the first project? The Solicitation documents go from 120 days to 771 days from NTP?

Answer 118: The period of performance is 450 days. The solicitation was updated via amendment 2.

Question 119: Will the contractors be allowed use of the overhead crane in building 24 and what is its weight limits and also who would operate it?

Answer 119: No, offerors should provide their own lifting devices.

Question 120: Since we are modifying existing enclosure, will we be provided the as-installed electronic documentation for the enclosures?

Answer 120: Yes

Question 121: Does NASA have a preferred controls contractor?

- a) If so, may we know whom?
- b) And, if so, is the preferred controls contractor contracted with NASA?

Answer 121: NASA does not have a preferred controls contractor.

Question 122: Can the existing Crane be used by the contractor?

Answer 122: No, offerors should provide their own lifting devices.

Question 123: During the pre-proposal meeting, there was reference of technical proposals being due 2/4 and price proposal being due 2/14. Please confirm both submissions are due on February 11, 2011.

Answer 123: Please reference solicitation section L.19.B. "Submission of Offers".

Question 124: Throughout the RFP there is reference to sections needing to be bound and sections needing to be unbound. Can you please confirm if 3-ring binder is considered bound or unbound? If it is considered unbound, should bound documents be placed in the 3 ring binder?

Answer 124: Bound documents are those documents that will be bound by the rings of the 3 ring binder. "Without bindings" means loose documents that will be in the binder but will not be bound by the rings of the binder.

Question 125: Reference (Section, Page, Paragraph)

Section 23 64 10, Paragraph 2.1 System Description

Should this reference to a single stage open design be replaced to permit a single stage or multiple stage open design to prevent limiting competition? The specifications state that a York unit is required. Can the contractor provide a Carrier product that meets the specifications? Would a Carrier Chiller model 17EX factory packaged 2000 ton steam turbine drive chiller be acceptable? Note this chiller is identical to the 17EX 2000 ton motor drive chiller currently being installed at NASA building 24.

Answer 125: The chiller referenced in Section 23 64 10 was used as a basis for design only. The existing chillers are single stage open design and utilize R-134a refrigerant. The proposed chiller, can be single stage or multiple stage open design and produced by other manufacturers as long as they meet the performance requirements contained in the solicitation. Specification section 23 64 10 Part 2 "Products" will be updated via amendment to the solicitation.

- Question 126: a. Does NASA desire a chiller to be provided by a chiller manufacturer with extensive and recent experience engineering, manufacturing, starting-up, performance testing, and servicing large centrifugal chillers?
- b. Should the chiller manufacturer provide their installation reference list of Centrifugal Chillers 2,000 tons of refrigeration or greater in the Houston area to be included in the contractor's proposal to NASA?

- Answer 126: a. Please reference specification section 23 64 10, paragraph 3.5 System Performance Tests.
- b. It should not be included in the proposal submission, but should be submitted in accordance with specification section 01 33 00 Submittal Procedures.

- Question 127: Is it acceptable for chiller's steam turbine speed to be controlled based on condenser water temperature although this would be less efficient method of control? Or are the more efficient and current control sequence requirements described within the project documents required?

- Answer 127: In accordance with the specifications, the unit shall conform to the applicable requirements of ARI 550, ASHRAE 15 and specified requirements. Energy efficiency rating shall meet or exceed ASHRAE 90.1 requirements.

- Question 128: Is it acceptable for the chiller to use a Peak 150 governor although this would be a less efficient device than what is specified?

- Answer 128: In accordance with the specifications, the unit shall conform to the applicable requirements of ARI 550, ASHRAE 15 and specified requirements. Energy efficiency rating shall meet or exceed ASHRAE 90.1 requirements.

- Question 129: Specification 23 64 10, paragraph 2.1 and paragraph 2.10 state the chiller will ship as a single package; however, based on the pre-proposal site visit it is observed that due to access into and within Building 24 the chiller will need to ship in multiple pieces. The chiller would be brought into the building in these multiple pieces and the manufacturing and assembling of the chiller would be completed on site by the manufacturer. This is typical and very common for these type of large chillers to have field erection chiller manufacturing on site by the chiller manufacturer. I understand this is how the existing chillers were handled as well. Thus should the chiller manufacturer perform this field erection chiller manufacturing?

- Answer 129: Installation of water chiller systems including materials, installation, workmanship, fabrication, assembly, erection, examination, inspection, and testing shall be in accordance with the manufacturer's written installation instructions as specified in specification section 23 64 10 Part 3 Execution.

Question 130: Must the chiller comply with / fit within the dimensions shown on the project drawings?

Answer 130: Yes

Question 131: Should the chiller manufacturer provide a chiller layout drawing confirming the physical layout/placement of chiller components (i.e. evaporator, condenser, turbine-compressor driveline, etc.) are proposed as specified and drawn in the project documents?

Answer 131: It should not be included in the proposal submission, but should be submitted in accordance with specification section 01 33 00 Submittal Procedures.

Question 132: Must the chiller comply with specification section "23 64 10 Water Chillers, Vapor Compression Type"?

Answer 132: Yes

Question 133: Should the chiller manufacturer provide a written statement of compliance to "23 64 10 Water Chillers, Vapor Compression Type", stating the chiller complies with the chiller specification, for the contractor to include in the proposal to NASA?

Answer 133: It should not be included in the proposal submission, but should be submitted in accordance with specification section 01 33 00 Submittal Procedures.

Question 134: a. Does NASA desire a chiller to be provided by a chiller manufacturer with extensive and recent experience engineering, manufacturing, starting-up, performance testing, and servicing steam turbine centrifugal chillers?

b. Should the chiller manufacturer provide an installation reference list of Steam Turbine Centrifugal Chillers of the model number proposed to be included in the contractor's proposal to NASA?

Answer 134: a. Please reference specification section 23 64 10, paragraph 3.5 System Performance Tests.

b. An installation reference list of Steam Turbine Centrifugal Chillers is not required in the solicitation.

Question 135: Should the chiller manufacturer provide a written statement of compliance to the performance specified on the Chiller Schedule and Steam Condenser Schedule, stating the chiller complies with the all data on the schedules, for the contractor to include in their proposal?

Answer 135: It should not be included in the proposal submission, but should be submitted in accordance with specification section 01 33 00 Submittal Procedures.

Question 136: Must the chiller comply with the steam flow rate scheduled on the project drawings?

Answer 136: Yes.

Question 137: Must the chiller be designed to match the existing CH-24-2 and CH-24-3?

Answer 137: No, CH-24-2 and CH-24-3 were used as a basis for design only.

Question 138: Does NASA intend to require a newly manufactured chiller per the project drawings and specifications? Or are used, previously manufactured, refurbished, etc. chillers and/or components acceptable?

Answer 138: Only a newly manufactured chiller and components are acceptable. The specifications will be updated via a future amendment.

Question 139: Are some of the tilts going to have to be removed in order to get the equipment in or out? When we were first asked to bid this job we were told by a G.C. that 2 of the panels would have to be removed. If so could you tell me which ones according to column lines or marks please?

Answer 139: Building 24 does not have tilts. It has Pre-cast Exposed Aggregate Facing (PEAF) panels. Removal of PEAF panels is an available option, however it is the contractor's responsibility to submit demolition plan details. Reference specification section 01 33 00.

Question 140: Regarding L.21, Section 3 (Technical Proposal): Would NASA consider increasing the page limitation for the bonding capacity documentation from 3 pages to 6 pages? Our surety provides a letter with documentation that runs 6 pages.

Answer 140: No, based on previous Government procurements, three pages should be sufficient for the bonding capacity requirement.

Question 141: Regarding L.22-1, Section I.A, Paragraphs (1) and (2): Please clarify the relationship between the requirements of Paragraph A(1) and those of Paragraph A(2). If the offeror is submitting past performance data on recent and relevant projects of teaming partners, should the offeror submit a maximum of six projects for each teaming partner or a total maximum of six projects?

Answer 141: There is a maximum limitation of six projects total that may be included in the Past Performance Information Summary. If Section L.22-1,A,2) is applicable, the combined total number of projects submitted for paragraphs 1) and 2) should not exceed six.

Question 142: Are all items, once abated, to be turned over to NASA for disposal, or is the Contractor responsible to "Record, Notify & Dispose" of all abated items?

Answer 142: In accordance with specification SECTION 01 22 00.00 80, the Government will handle the disposal of lead contaminated materials and debris caused by paint removal or disturbance and furnish to the Contractor disposal dumpsters, including the transportation. The construction contractor will be responsible for recording, notifying and disposing of all other abatements in accordance with the solicitation.

Question 143: Regarding Section 01 22 00. 00 80, Paragraph 1.19.1, New Asbestos Installation: This section references Section 01 41 00. 00 80, Paragraph 1.7.9. However, this paragraph does not exist (the section ends at Paragraph 1.7.3). Will NASA Please provide the missing paragraph(s)?

Answer 143: The reference should read Section 01 41 00.00 80, paragraph 1.8.11.2 New Asbestos Materials. The specifications will be updated via an amendment to the solicitation.

Question 144: Will the use of NASA's overhead bridge crane be permissible?
a) If so, will our personnel be allowed to operate the crane?
b) If not, will the contractor be charged for the NASA employee's time to operate the crane?

Answer 144: No, offerors should provide their own lifting devices.
a.) Not applicable
b) No, the contractor will not be charged.

Question 145: Reference (Section, Page, Paragraph)
Section 23 64 10, Paragraph 2.10 Centrifugal water Chiller Package
Please clarify whether or not the control panel for the chiller should be mounted on the chiller itself, or placed adjacent to the chiller. This paragraph calls for the control panel to be factory mounted ("Centrifugal water-chiller assembly shall be packaged and self-contained, and shall include compressor-condenser, cooler (refrigerant evaporator) accessories, control panel..."). This appears to be in conflict with 2.7.1 which calls for the control panel to be mounted adjacent to the chiller which implies a floor mounted free standing control panel.

Answer 145: There is no conflict. Paragraph 2.10 identifies the components that must be provided. It does not specify that the control panel is to be mounted on the chiller. Paragraph 2.7.1 specifically states that the chiller control system shall be housed in a control panel mounted adjacent to the chiller.

Question 146: Reference (Section, Page, Paragraph)

Section 23 64 10, Paragraph 3.4.1 Test Plans, a.(1)

Would it be acceptable to change the wording “absorption chiller manufacture” to “chiller manufacture” in the first sentence to allow the use of centrifugal chillers which allows the use of chillers from multiple manufactures, increasing competition?

Answer 146: Yes, the wording should be “chiller manufacturer” and not “absorption chiller manufacture”. The specs will be updated via a future amendment.

Question 147: Drawing M-24-238 conflicts with M-24-243. Are new boiler blowdown control valves actually required?

Answer 147: Drawing M-24-238 shows a typical boiler blowdown schematic and is for reference only. Drawing M-24-243 shows the actual work to be performed. New boiler blowdown control valves are not required. The existing boiler blowdown control valves will be re-used.

Question 148: Are we to assume that the existing Plant PLC systems have adequate:

- a. Power supply capacity
- b. Memory
- c. Termination space

Answer 148: a. and b.: There are adequate amounts of power supply capacity and memory.

c. Termination space – Reference note 2 on drawing M-24-249 – “use existing spare slots where possible.” Otherwise a remote I/O cabinet shall be required per specification SECTION 13 41 00 paragraph 2.14.2.

Question 149: Who is responsible for the programming on EBI?

Answer 149: Honeywell will program the front end. The construction contractor will be responsible for providing additional information outlined in the Operating Instructions discussed in specification section 01 33 00.

Question 150: Reference (Section, Page, Paragraph)

Section 23 64 10, Paragraph 1.2 Submittals, SD – 04 Samples

Regarding the following requirement: “Chiller color shall be York Caribbean Blue Painted to match the existing steam turbine centrifugal chillers in Building 24, as manufactured by York.”

Please confirm that the requirement is to provide a York colored chiller. Can a Carrier blue product be supplied? Recommend changing single source York supplier reference to allow comparable systems manufactured by other companies.

Answer 150: The chiller referenced in Section 23 64 10 was used as a basis for design only. Chillers produced by other manufacturers may be used as long as they meet the performance requirements contained in the solicitation.

Question 151: Reference (Section, Page, Paragraph)

Section 23 64 10

Please confirm that a Carrier product that can be configured in the existing space allowed for the chiller is an acceptable product and that specifically a York product is not required by specification.

Answer 151: The chiller referenced in Section 23 64 10 was used as a basis for design only. Chillers produced by other manufacturers may be used as long as they meet the performance requirements contained in the solicitation.

Question 152: Reference (Section, Page, Paragraph)

Section 23 64 10, Paragraph 2.2 Compressor

It appears that there may be some words missing in the specification document. Is "single stage required" after the word "compressor" and before the word "gear" in the sentence.

Answer 152: There are no words missing. The specifications are correct as issued unless otherwise modified.

Question 153: Reference (Section, Page, Paragraph)

Section 23 64 10, Paragraph 2.3 Lubrication System

We believe that the specification is not worded properly. Should the phrase "if required" after the word "and," and before the word "speed" in the sentence.

Answer 153: The specifications are worded properly and are correct as issued unless otherwise modified.

Question 154: Will contractors awarded contracts be required to submit proposals on all task orders?

Answer 154: Contractors that are awarded contracts as a result of this solicitation are expected to propose on all eligible future task order solicitations.

Question 155: Will the schedule be affected by mission launches? Will the extensions be considered due to these delays?

Answer 155: Please reference solicitation section F.1 "Allowance for Delays".

Question 156: I'm not looking to submit this as a formal question, but rather than an informal request to see if you knew the size of some of the projects and their location.

Answer 156: Please refer to solicitation section L.24, Attachment 1 “Government Construction Project Summary” for examples of possible future construction projects. These projects are primarily located in Houston however, one of the possible projects is located at White Sands Test Facility in Las Cruces, NM.

Question 157: Part 10 of Section I “Contract Identification” for to be completed by the Offeror for Past Performance Questionnaires asks the Offeror to show under what capacity the Offeror performed on the said contract, (ie Prime Contractor, Significant Subcontractor, Team Member, or other). Does this determine that the relevant experience contracts to be reviewed are not required to be only those where the Offeror was a Prime Contractor?

Answer 157: In reference to the questionnaire, the offeror is to specify in Section I, “Contract Identification”, block 10, the capacity in which the firm performed (Prime Contractor, Significant Subcontractor, Team Member, or other). In accordance with the solicitation section L.22-1,A., “Past Performance Information Summary”, “Offerors shall provide a Past Performance Information Summary identifying a maximum of six recent and relevant contracts that it has performed as a prime contractor...”. The offeror’s (to include teaming partners, affiliated and parent companies, if applicable) response in block 10 determines if the offeror meets the aforementioned requirement.

Question 158: What value do we use when providing our Small Business Subcontracting Plan on this contract, the total IDIQ of \$400 Million or the contract amount on the Building 24 Model Contract?

Answer 158: \$400 Million

Question 159: Will the project be sales tax exempt on all material purchases? Will an exemption certificate be issued to the winning contractor?

Answer 159: The following exemptions from Texas taxes are applicable to NASA JSC: (1) Sales and use tax and (2) State and local portion of hotel occupancy tax. Tax exemption certificates will not be issued.

Question 160: Regarding L.22-1, Section II.D: Please clarify what elements are included in the 15-page limitation. Are Osha Forms 300 and 300A and the required letter from the insurance company counted against the page limitation?

Answer 160: The page limits were removed for the Safety, Health and Environmental Past Performance Supplement via amendment 2.

Question 161: Regarding Section L.22-3, Section B.II, Paragraphs (4) and (5): Please clarify the submittal requirements for the two elements of the model contract that should be bound, namely the Safety and Health Plan and the Small Business Subcontracting Plan. Specifically:

- a) Should the Safety and Health Plan and the Small Business Subcontracting Plan each be bound separately, in separate binders, or may the offer include both in one binder?
- b) Should the offer submit two copies of the Safety and Health Plan and the Small Business Subcontracting Plan, according to the requirements of the Model Contract, or five copies, according to the requirements described in L.21?
- c) If NASA would like five copies each of the Safety and Health Plan and the Small Business Subcontracting Plan, may the offeror include both of these bound elements in the same binder that will contain the bonding capacity letter (the only other element of Volume III that is to be submitted in a binder)?

Answer 161: a) They are a part of volume III and should be included in the binder for volume III (Reference L.21).

b) Two copies in accordance with the Model Contract (Reference L.21).

c) N/A

Question 162: Regarding Section L.22-3, Section B.III: Please confirm that the below list includes all elements the offeror should submit for the Model Task Order for technical evaluation, in addition to the Pricing Form submitted separately in Volume II:

- Fully executed SF 1442
- Section 2 of L.24, Attachment 3, with fill-ins completed
- Bid bond

Answer 162: Correct, however, please refer to the solicitation for more specific details.

Question 163: Regarding L.24, Section I of the Past Performance Questionnaire: Please clarify the format of this section, to be completed by the offeror. May the offeror re-create this one page of the form as long as all requested information is included?

Answer 163: No, do not alter the Government's document. The questionnaire should be completed in its original form as posted in the RFP.

Question 164: Is there a warranty on the roof and if so, what firm holds the warrantee?

Answer 164: Yes, the roof is still under warranty. Please refer to amendment 2, attachment 6.

Question 165: If an architect firm is included in a GC's proposal as a subconsultant on the GC's proposed IDIQ team, is that architect firm precluded from serving as prime firm on future NASA contracts, such as the upcoming A/E IDIQ?

Answer 165: If an architect firm is included in a GC's proposal as a subconsultant on the GC's proposed General Construction IDIQ contract team, the architect firm would not be precluded from serving as the prime contractor on a future Architect-Engineering contract. However, please note that in accordance with **FAR 36.209 Construction contracts with architect-engineer firms**, "No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the head of the agency or authorized representative."

Question 166: I have a question concerning the contents being sought for Volume III with the Model Contract (L.22-3). The RFP instructs offerors to submit Sections A through K. I can see where these sections require proposers to provide certain pieces of information with respect to things like Small Business Subcontracting Goals and Buy American, but Sections A through K is primarily the contract that the successful bidder(s) will be required to follow. For the proposal, what are we to submit for Section F (Deliveries or Performance) for instance, other than to say we will abide by the requirements set forth in Section F?

Answer 166: There are no fill-ins for offerors to complete in section F. However, the submittal of sections A through K are required in accordance with the solicitation.

Question 167: Volume I – Section I – (b) Offerors Construction Project Listing - Is it possible to provide an financial threshold for projects to be included in this list.

Answer 167: In accordance with amendment 2 of the solicitation, a listing of all relevant construction projects completed within the last 3 years should be submitted. Relevancy includes the magnitude of the requirement and is defined in solicitation section L.22-1 "Past Performance Information – Volume I".

Question 168: Per L.21 Proposal Preparation Instruction for the Multiple Award General Contracts we are required to submit a CD-ROM with our submittal. Is it possible to exclude Volume II – Price Proposal from the CD-ROM or allow the CD-ROM to be submitted 24 hours after submittal?

Answer 168: No; In addition to the hardcopies, Volume II on CD-ROM is required. As noted in the solicitation, the Government will use the electronic copies in the evaluation process and may compare the electronic and paper copies. The CD-ROM is due by the proposal submission deadline identified in the solicitation.

Question 169: Contract – during the pre-proposal meeting it was stated that we should include a signed contract as part of our submittal. Can you clarify what section you are deeming the contract and where the signed contract should be placed in our proposal?

Answer 169: The model contract is a part of volume III and for the purposes of this solicitation includes sections A through K. Please refer to solicitation section L.22-3,B,Section II,(a) for more specific details.

Question 170: Volume I – Section II – (a) Safety, Health & Environmental Past Performance Supplement (L.22-1,D) item (3). Can you please confirm if OSHA and Environmental non-compliance correspondence and citations should be provided for the six (6) project presented in Volume I - Section I?

Answer 170: L.22-1,D,(3) of the Safety, Health and Environmental Past Performance Supplement pertains to any and all OSHA and Environmental non-compliance correspondence and citations.

Question 171: How many contracts will be awarded to compete in MATOC?

Answer 171: Please refer to solicitation section L.6 “52.216-27 Single or Multiple Awards”.

Question 172: Is it expected that a contractor awarded a MATOC contract will be required to propose on all Task Orders issued within the MATOC? For the projects listed in 1852.236-74, it would appear that there would be two distinct groups of contractors, those chasing the contracts over \$10,000,000 and those looking at the \$1,000,000 to \$5,000,000 projects. Also, with the two different locations, one in Texas and one in New Mexico, not all contractors will be qualified to compete for all task orders.

Answer 172: Contractors that are awarded contracts as a result of this solicitation are expected to propose on all eligible future task order solicitations.

Question 173: Section M.4.C.b.1. states that an assessment of relevancy will be performed based on scope, magnitude, and complexity of the requirements described the solicitation (L.24 Government’s Construction Project Summary). Please provide L.24 Government’s Construction Summary.

Answer 173: The Government’s Construction Project Summary is attached to the solicitation. Please reference solicitation section L.24, Attachment 1.

Question 174: **L.22-1 SECTION I, B. OFFERORS CONSTRUCTION PROJECT LISTING**

The offeror shall complete Section L.24, Attachment 5, Offeror's Construction Project Listing, for all construction projects completed within the last 3 years.

As a national firm with more than 1,500 projects typically completed each year, is it permissible for us to limit the number of completed construction projects to those \$50 million and greater in value? (Nationally, over the last three years, we have completed approximately 55 projects over \$50 million.)

Answer 174: In accordance with amendment 2 of the solicitation, a listing of all relevant construction projects completed within the last 3 years should be submitted.

Question 175: **L.22-2 SECTION II, D. SAFETY, HEALTH AND ENVIRONMENTAL PAST PERFORMANCE SUPPLEMENT**

(1) Current and previous two year records (2008-2010) of the firm's OSHA recordable injuries and illnesses. These records shall include, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A), or equivalent data, as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.

Can the OSHA log be submitted as an attachment to Volume I Past Performance, so it does not count against the 15-page limit for this section?

Answer 175: No, however, the page limits were removed for the Safety, Health and Environmental Past Performance Supplement via amendment 2.

Question 176: **L.22-2 PRICE (FOR MODEL TASK ORDER "REPAIR AND UPGRADE CENTRAL HEATING AND COOLING PLANT") - VOLUME II**

Offerors shall complete Section L.24, Attachment 4 - Pricing Form(s), for the prime and any subcontractors. A Pricing Form shall be submitted for the CLIN(s) as stated in the Task Order. Offerors are required to propose on all CLIN(s); partial proposals or alternate proposals will not be accepted. The pricing forms shall have an original signature by an individual authorized to bind your company.

- 1.) Is this attachment to be completed and submitted for the Lump Sum bid for the Model Task Order?
- 2.) When is the estimated Notice to Proceed and for what length of time are the prices submitted valid for the Model Task Order?

Answer 176: 1.) The pricing forms are to be submitted as annotated on each form for each Contract Line Item (CLIN) (Base, Option 1, Option 2 and Option 3).

2.) Notice to proceed is given at the earliest practical time after task order award when all task order requirements are submitted and/or approved. Block 13d of the Task Order SF 1442 stipulates 120 calendar days for Government acceptance after the date offers are due.

Question 177: Due to the security requirements of NASA JSC shown below: What will constitute an acceptable bid acceptance.

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

Answer 177: If by acceptable bid acceptance you mean "proposal delivery method", please refer to solicitation section L.18 (a) "Methods of Proposal Delivery". All information regarding proposal marking and delivery is established in solicitation section L.18 "52.215-109 Proposal Marking and Delivery". Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal no later than the date and time specified in solicitation section L.19,B. "Submission of Offers".